a pity that the weight of the Institute's authority was not thrown against the rule's absurdities.

Section 141(c) provides that the subrogation of the paying surety extends "to the rights of the creditor against persons other than the principal whose negligence or wilful conduct has made them liable to the creditor for the same default." At first blush this looks like an assertion that only in such cases may there be subrogation against third persons, approving such cases as *American Surety Co. v. Lewis State Bank.*[13] As one who considers the broader application of subrogation exemplified in cases such as *Martin v. Federal Surety Co.*[14] and *Fourth Nat'l Bank v. Craig County*[15] to be better adapted to promote the purposes of the suretyship device as well as to achieve substantial justice, I should regret deeply any such interpretation. The restaters disclaim any such meaning for their language in the final sentence of Comment h, on page 389, but a disclaimer so inconspicuous and so widely separated from the blackletter is apt to be overlooked by counsel and by judges, who, alike, have a bad habit of reading as they run. It would have been much better to have inserted a caveat of the type so frequently used in the restatements, immediately following the blackletter.

But two things more occur to me, and they are largely formal. In the special note to Section 104, the restaters take great pains to explain to us that throughout this restatement they use only the term "reimbursement" to indicate the surety's right to receive from the principal the expenditures he has been forced to make in discharge of the obligation, apparently oblivious to what seems to me an earlier use of "indemnify" in the same sense in Section 96. In the same Section 104, they indicate that the surety who did not assume his position with the consent of the principal is entitled to reimbursement. My own view always has been that his recourse was based on subrogation to the creditor's claim against the principal, and for that there certainly is authority.[16]

This comment could be expanded to greater length and to cover other things. These, however, are the matters which seem to me most important. I hope that my remarks will be understood for what they are, specific criticisms intended, not to indicate sweeping condemnation of what is an extremely capable and workmanlike performance, but to suggest that in regard to certain matters it should be accepted with caution.

MAURICE H. MERRILL*

Police Systems in the United States. By Bruce Smith.† New York: Harper & Bros., 1940. Pp. xx, 384. $4.00.

Anyone having even a superficial acquaintance with the field of police organization will identify the author as one of the top rank contributors to the subject of police administration that America has produced. With Vollmer's retirement and Fosdick's shifting to other interests it is no exaggeration to say that Bruce Smith at present stands

[13] 58 F. (2d) 559 (C.C.A. 5th 1932). [14] 58 F. (2d) 79 (C.C.A. 8th 1932).

[15] 186 Okla. 102, 95 P. (2d) 878 (1939).

[16] Howell v. Com'r, 69 F. (2d) 447 (C.C.A. 8th 1934); Leslie v. Compton, 103 Kan. 92, 172 Pac. 1015 (1918); Woodruff v. Moore, 8 Barb. (N.Y.) 171 (1850).

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alone as an authority on American police. The surveys which he has undertaken at the request of local groups cover the country from the Atlantic to the Pacific. They run the gamut from the state police through city forces of all sizes down to the collective activity of the thousands of rural one-man forces. His exhaustive analysis of the Chicago situation in *Chicago Police Problems* is an outstanding example of his work and is directly responsible for the remarkable improvement of police work in that city.

With this background it could be expected that a study by Smith, dealing with the police situation in general, not with the way in which it appears in any given area, would be absolutely top rank. And that is exactly what it is. Perhaps the outstanding impression left with the reader, as he appraises the author, is his ability to combine an analysis of the most minute details of police organization with a broad survey undistracted by such details. To the non-professional reader, of course, these general aspects will be by far the more important, with the details emerging principally as examples by which to point the general conclusions. This is done with such skill that no lay reader need by frightened away by the thought that the book might be only for the professional. And incidentally, no professional, close to the details of his work, could fail to be benefited by having another look at the big underlying trends and problems which the daily details merely serve to illustrate.

In a brief review such as this, only one of Smith's basic conclusions can be noted, the most important one, which is stressed from one end of the book to the other: the utter impossibility, in a day of mobile crime, of getting real police protection, with our police resources broken up into more than 40,000 separate and independent police forces, averaging only four men per "force." Most of our cities are under 25,000 in size; their average police strength for all three shifts is only eight men. In the 50 mile radius of metropolitan Chicago there are over 350 separate police agencies. Not only is area fragmented—the agencies constantly overlap each other, with three, four, or even more forces all operating within a single area. When in any given place we dimly realize the inadequacy of our police protection, the response all too often merely is to set up another force or unit to meet the immediate need and worsen the situation as a whole. Or—with slightly more intelligence, but not much more—we indulge our typical American love of mechanical gadgets by providing these inadequate and unorganized forces with more and more complex apparatus, calling for more and more skilled man-power to operate them. Only very rarely does our reforming effort go in the really constructive direction of unifying our agencies so that coordinated effort may take the place of headless pulling at cross purposes. Indeed it may even be suggested that perhaps the main value of radio in police work has lain, not in its direct and obvious communications function, but in the extent to which it has actually forced separate, non-cooperative organizations to set up mutual assistance schemes going far beyond the mere communications angle. Coordinated road blocking as one example, and unified identification systems as another, are obvious instances. Throughout the whole field a lessened insularity will result.

In the long run, however, no solution of our tangle of ineffective police agencies (at least so far as the vast majority of small ones is concerned) can be looked for short of a unification of these agencies themselves. The day of the one-man or even the dozen-man force is as definitely over as is that of the home-industries craftsman. In large part the success, in the last two decades, of state police forces has simply been due to the fact that they are in line with the times in this regard.

Problems like these are not the concern solely of professional police administrators. They are equally the business of every citizen. For this reason the book is significant for a wide circle of readers. To all of them it can be recommended unreservedly.

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Collective Bargaining Contracts. Washington: The Bureau of National Affairs, Inc., 1941. Pp. vi, 734. $7.50.

The prolific editors of the Bureau of National Affairs have produced a valuable anthology as a by-product of their day-to-day work on Labor Relations Reporter, Labor Relations Reference Manual, and other enmeshed periodicals. To the practicing lawyer, to the practical student, and to the negotiating labor or management representative, the book is literally invaluable as a ready handbook of techniques, phrases, and examples.

In the first hundred pages, the editors have selected eight short articles on the "techniques" in collective bargaining. Each one is a fine distillation of each writer's experiences and studies in the strategy, conclusion, and aftermath of actual collective bargaining. To get the full effect, the reader should re-read most of the articles several times. Many of the precepts, if put into practice, can vastly improve the present and ultimate bargaining strength of a labor or management group. However, discrimination in selecting contradictory courses should be exercised, since, for example, the writer of page 13 advises that "even on those terms which I am prepared to accept I postpone acquiescence to the latest moment and contest every inch of the way without actually saying 'No' "; whereas the writer of page 16 suggests that "this frame of mind is the wrong one."

In the next six hundred pages, the editors have snipped apart and arranged under fifty-four topical headings, followed by the bureau's usual excellent index, the contents of 138 actual collective labor agreements in force in 1941. Without any discussion of legal principles or decided cases, the editors selected these agreements "after examination of nearly 2,000 agreements," cut them apart, rearranged them, tied them together with running expository comment, and then for good measure reprinted 13 agreements in full. The book is really a competent successor to the annual anthologies issued by the United States Bureau of Labor Statistics from 1923 to 1927 and then abandoned in favor of the current articles in the Monthly Labor Review, each devoted to one type of contract clause. The book offers the additional advantage of quoting in full for the reader's use the actual contract provisions. Since the anthologies of the Department of Labor from 1923 to 1927 remain valuable today, *Collective Bargaining Contracts* should remain valuable for many years also. However, a supplement or new edition will be in order in two or three years, and perhaps the Bureau of National Affairs will make the anthology a biennial or triennial event. For a critical evaluation of the legal and economic import of the 2,000 reprinted clauses, the reader must still turn to the usual sources.[1]

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[1] For example, see Slichter, Union Policies and Industrial Management (1941), which is almost a companion piece in economic writing to Collective Bargaining Contracts.

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